

Pleasant and Riddles Lakes Sediment Removal Plan

St. Joseph County, Indiana

January 9, 2006



Prepared for:

**Lakeville Business Owners Association
P.O. Box 316
Lakeville, Indiana 46536**

Prepared by:



**708 Roosevelt Road
Walkerton, Indiana 46574
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**PLEASANT AND RIDDLES LAKES SEDIMENT REMOVAL PLAN
ST. JOSEPH COUNTY, INDIANA**

TABLE OF CONTENTS

1.0 Project Description and Purpose	1
2.0 Design Rationale	2
3.0 Design and Construction Specifics	3
3.1 Public Input and Landowner Agreements.....	3
3.2 Sediment Characterization	4
3.3 Permitting.....	4
3.4 Hydraulic Dredging	5
3.5 Dewatering Basins	5
3.6 Turbidity Curtain	5
4.0 Bidding Requirements, Forms, and Information	5
5.0 Construction Schedule	6
6.0 Cost Estimates.....	6

FIGURES

Figure 1. General project location map.....	1
Figure 2. Prioritized sediment removal locations	2

TABLES

Table 1. Area, depth, and volume of sediment to be removed from Pleasant and Riddles lakes	3
Table 2. Analytical results from sediment samples collected August 11, 2005	4
Table 3. Cost estimates for sediment removal at Pleasant and Riddles lakes.....	6

APPENDICES

Appendix A: Sediment Depth Maps
Appendix B: Sediment Characterization and Sampling Results
Appendix C: Landowner Agreements
Appendix D: Project Permits
Appendix E: Dredging and Construction Specifics
Appendix F: Example Bid Invitation Letter

PLEASANT AND RIDDLES LAKES SEDIMENT REMOVAL PLAN ST. JOSEPH COUNTY, INDIANA

1.0 PROJECT DESCRIPTION AND PURPOSE

The Pleasant and Riddles Lakes Sediment Removal Plan was completed in concert with the Lakeville Business Owners Association (LaBOA). The plan is designed to improve the aesthetics and usability of Pleasant and Riddles Lakes. Pleasant and Riddles lakes are 29-acre and 77-acre (11.7-ha and 31.2-ha) lakes, respectively that lie in the south central portion of St. Joseph County, Indiana (Figure 1). Specifically, Pleasant Lake is located in Section Michigan Line 2 and Riddles Lake in Sections 2 and 11 of Township 35 North, Range 2 East in St. Joseph County, Indiana (Figure 1). The Association identified three areas for sediment removal and two potential dredge material disposal basin locations (Figure 2).

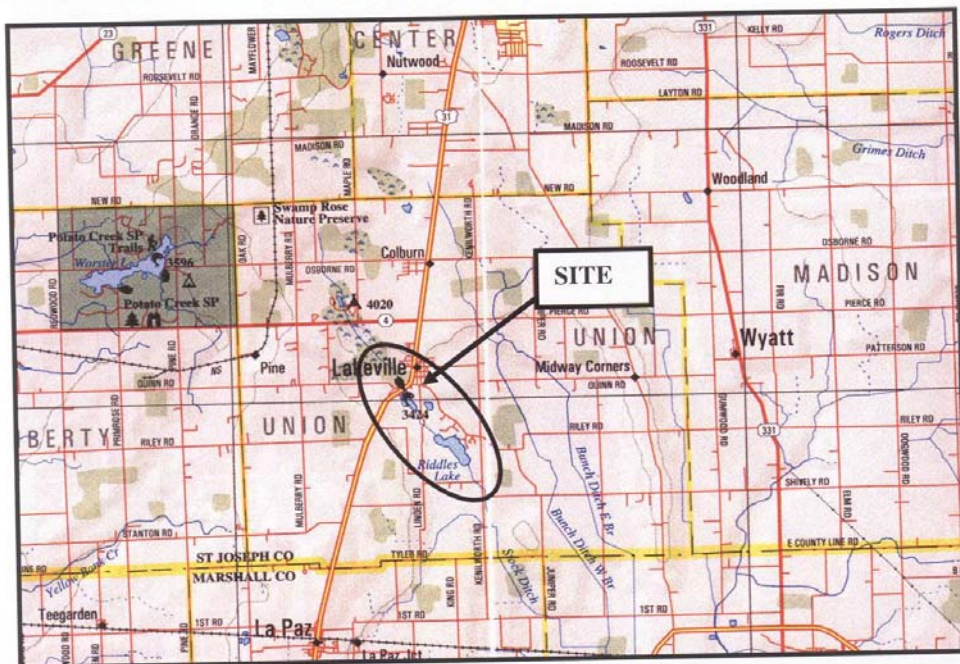


Figure 1. General project location map.

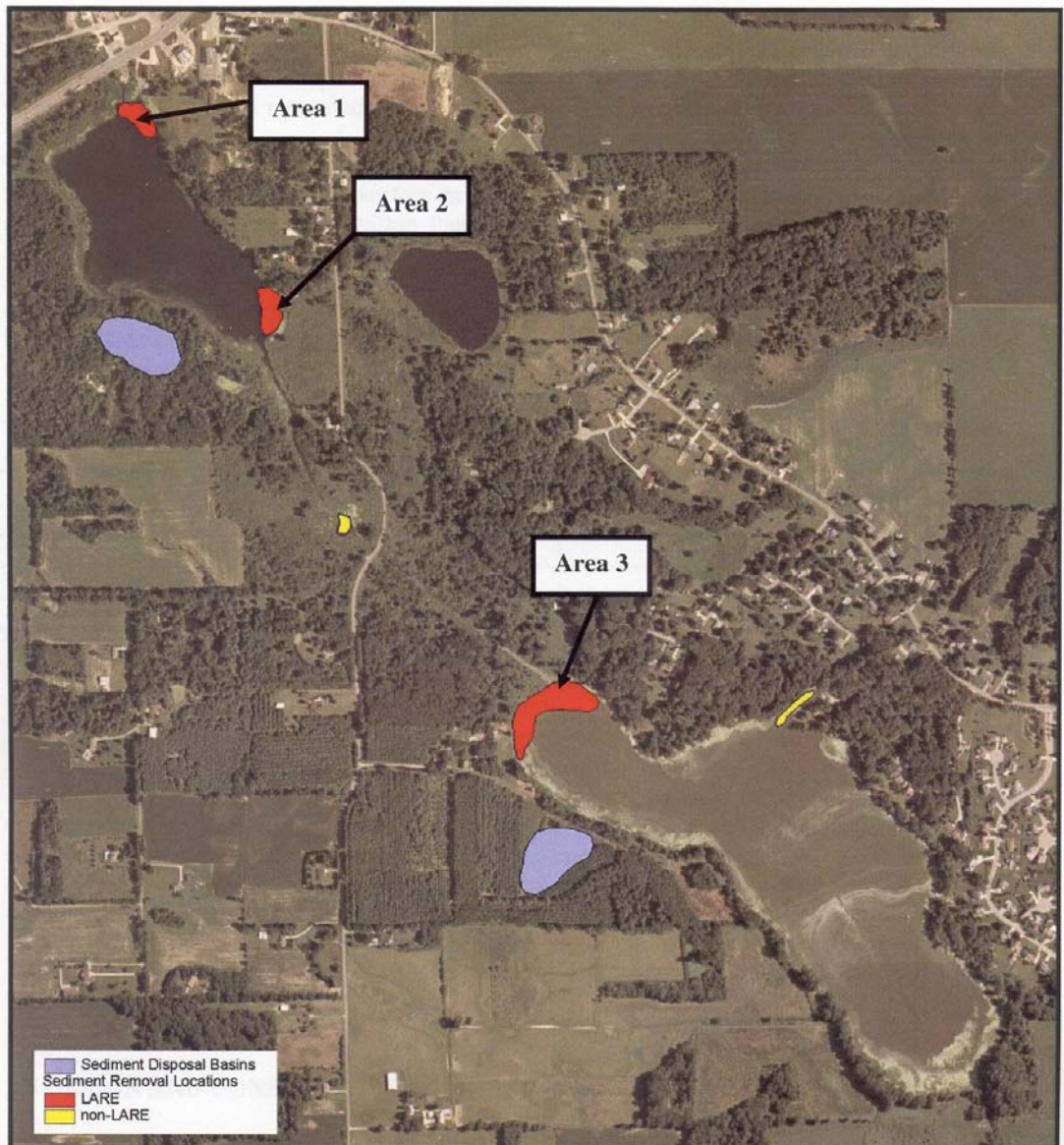


Figure 2. Prioritized sediment removal locations.

2.0 DESIGN RATIONALE

The Lakeville Business Owners Association is proposing to hydraulically dredge accumulated sediment from three locations (Area 1 through Area 3) within Pleasant and Riddles lakes. Table 1 details the area, depth, and total volume of sediment to be removed from each location. Sediment removal estimates were generated from sediment depth mapping completed by

Lakeville Business Owners Association volunteers in the summer of 2005. Sediment depth maps are included in Appendix A. Sediment depths indicate the total depth of accumulated organic material and the associated depth of water at each location within the lakes. Dredging volumes were calculated based on measured sediment depths and estimated dredging areas.

The Lakeville Business Owners Association (LaBOA) is proposing the hydraulic dredging of accumulated sediment from 1.86 surface acres of the lake at the mouths of Heston Ditch (0.9 acre) and Bunch Ditch (1 acre) within Pleasant Lake (Table 1). The sediment to be dredged averages 8 feet thick and totals approximately 24,000 cubic yards. In Riddles Lake, approximately 23,500 cubic yards of sediment will be removed from a 0.9-acre area at the mouth of Heston Ditch. The project will be completed over a two year period with sediment removal from Pleasant Lake to occur during dredging year 1 and sediment removal from Riddles Lake to occur during dredging year 2.

Table 1. Area, depth, and volume of sediment to be removed from Pleasant and Riddles lakes.

Location	Dredging Area (acres)	Dredging Depth (feet)	Dredging Volume (cubic yards)
Pleasant Lake-Heston Ditch (1)	0.9	8	12,400
Pleasant Lake-Bunch Ditch (2)	1	8	11,600
Riddles Lake-Heston Ditch (3)	2.7	8	23,500
Total	4.6	--	47,500

Sediment depths were measured using a 2-inch PVC pipe to determine the depth of accumulated organic material or silt within each of the target areas. During this inspection, individuals measured water depth, accumulated sediment depth, and the location of the original lake bottom. In concert with field measurements, sediment samples were inspected for sediment type. At this time, attempts to determine the probable origin of sediment material were also made. All sediment to be removed from the lake is organic material, such as remnant plant or woody debris, or silt. Exact locations of silt and organic material origin could not be determined. It is estimated that silt originated from bare ground areas, such as agricultural fields or construction sites, within the Pleasant and Riddles lakes watershed, while organic material is composed of dead and decaying in-lake and adjacent wetland plant material. Results of this analysis are included in Appendix B.

3.0 DESIGN AND CONSTRUCTION SPECIFICS

3.1 Public Input and Landowner Agreements

The Lakeville Business Owners Association identified all potential sediment removal areas and prioritized sediment removal from the Heston Ditch and Bunch Ditch outlets within Pleasant Lake as the highest priority. Removal of accumulated sediments from the mouth of Heston Ditch in Riddles Lake was prioritized lower than sediment removal in Pleasant Lake due to its location in the watershed. The Association held one public meeting in concert with a Riddles Lake Conservation Club meeting during the fall of 2005 to gather input from area residents. Approximately five residents adjacent to the dredging area were contacted through the permitting

and public notice process. The Lakeville Business Owners Association contacted individuals owning potential dredge spoil basin locations and obtained permission for the use of their land for dredge spoil dewatering. A copy of the signed landowner agreements are included in Appendix C.

3.2 Sediment Characterization

Sediment samples were collected from two locations within Pleasant and Riddles lakes on August 11, 2005. (Sample results are included in Appendix B.) Samples were collected using a 2-inch PVC pipe and placed in plastic containers. Samples were stored on ice and transported to EIS Analytical Laboratories in South Bend, Indiana for analysis.

Analytical results and Indiana Department of Environmental Management (IDEM) ceiling concentrations for the land application of solids are listed in Table 2. All of the samples collected from the two locations within Pleasant and Riddles Lakes are below the IDEM ceiling concentration for the application of solid materials to adjacent land.

Table 2. Analytical results from sediment samples collected August 11, 2005.

Parameter	Ceiling Concentration Limit	Riddles Lake	Pleasant Lake
Total Arsenic	75 mg/kg	<10 mg/kg*	<10 mg/kg*
Total Barium	--	24.4 mg/kg	14.1 mg/kg
Total Cadmium	85 mg/kg	<1 mg/kg*	<1 mg/kg*
Total Chromium	--	9.6 mg/kg	4.3 mg/kg
Total Copper	4,300 mg/kg	9.8 mg/kg	4.0 mg/kg
Total Lead	840 mg/kg	14.1 mg/kg	10.4 mg/kg
Total Mercury	57 mg/kg	<0.1 mg/kg*	<0.1 mg/kg*
Total Nickel	420 mg/kg	4.3 mg/kg*	<4 mg/kg*
Total Selenium	100 mg/kg	<10 mg/kg*	<10 mg/kg*
Total Silver	--	<1 mg/kg*	<1 mg/kg*
Total Zinc	7,500 mg/kg	47.0 mg/kg	36.2 mg/kg
Ammonia-Nitrogen	--	2.1mg/L	1.4 mg/L

*Below Method Detection Level

3.3 Permitting

A Lake Preservation Permit is required from the IDNR since excavation will occur “lakeward of the lake’s legal or average shoreline”. Clean Water Act Section 401 Water Quality Certification from the IDEM and a Section 404 permit from the U.S. Army Corps of Engineers (Corps) are required because water from the dredged material will be returned from the sediment dewatering basin to the lake. The IDNR, IDEM, and Corps permits were submitted in November 2005. Once obtained, permits authorizing the sediment removal will be included in Appendix D. The contractor constructing the sediment-dewatering basin will be responsible for obtaining a Rule 5 Erosion Control Permit from IDEM prior to beginning work, if necessary.

3.4 Hydraulic Dredging

Sediment will be hydraulically dredged from three locations within Pleasant and Riddles lakes. Dredging will begin only after the sediment dewatering basin has been constructed and silt fence and dredge material (inlet) and return water (outlet) pipes have been installed. To ensure that dredging will not adversely affect Pleasant and Riddles lakes, a turbidity curtain will be installed lakeward of the return water pipes. LaBOA will contract with an engineering firm to administer the bidding process, monitor project progress, ensure timely completion of dredging, and map post-dredging contours. Detailed contour maps of the dredged areas will be created following the completion of dredging. Individuals will measure water depth, accumulated sediment depth, and natural sediment depth after dredging is completed.

3.5 Dewatering Basins

The dewatering basins will be constructed prior to any dredging activity. The dewatering basins will be constructed by excavating an earthen basin within a depressional area. Two potential dewatering basins have been identified and signed agreements with the individual landowners are included in Appendix C. The basins shall have a minimum depth of six feet. Earthen berms will be seeded with a temporary seed mix to control erosion. Additionally, silt fences or an erosion control equivalent will be installed down slope of the dewatering basins to capture any construction site runoff, preventing the runoff from reaching Pleasant and Riddles lakes. The areas within each of the dewatering basins will measure approximately 175,000 square feet. The earthen berm will have a minimum slope of 2(H):1(V) on both faces with a six-foot top width. Each of the dewatering basins will be able to hold approximately 39,000 cubic yards of material and water.

Once the sediment has been dewatered within the basins, the spoils will be graded to match the surrounding landscape, reseeded with permanent grasses, and mulched with straw. Silt fences and any other temporary erosion control measures installed prior to dewatering basin construction will be removed after the final seeding has established growth.

3.6 Turbidity Curtain

A turbidity curtain will be installed lakeward of the return water pipes. The turbidity curtain will follow the design and specifics outlined in Appendix E.

4.0 BIDDING REQUIREMENTS, FORMS, AND INFORMATION

LaBOA will contract with an engineering firm to administer the bidding process, monitor project progress, and ensure timely completion of dredging. The dredging work will be divided into two parts and each part will be bid out separately. Part 1 includes construction and removal of dewatering basin and silt fence (or equivalent) installation and removal. Part 2 includes hydraulic dredging, dewatering pipe and sediment pumping pipe installation and removal, and turbidity curtain installation and removal. An invitation to bidders will be issued via a letter similar to the example included in Appendix F. The invitation will include specifics regarding the dredging locations and volumes, sediment disposal basin locations and construction details, project specifications, and bid return deadlines (to be determined at the time of bid solicitation). Design specifics, access to the project site, and any proposed design modification or potential construction issues will be discussed prior to bid submittal. Bid forms are not required; however,

all bidders must agree to complete work in a timely manner as agreed upon prior to bid submittal, agree to follow all instructions as provided with bid solicitation, and complete the work for the agreed upon price in a suitable manner. All of the above, in addition to any other stipulations as determined by the engineering firm contracted for project oversight, will be documented in a written and signed contract.

5.0 CONSTRUCTION SCHEDULE

Grant allocation and contractor scheduling will determine the project timing. Sediment disposal basins must be constructed prior to piping any dredge spoils to the basin. Dredging can begin after the completion of the disposal basin and after July 1, 2006. The construction of the disposal basin and dredging should be completed by November 30, 2006. Final grading of the disposal basin should occur 6-12 months after dredging is complete, depending on the dryness of the dredge spoils.

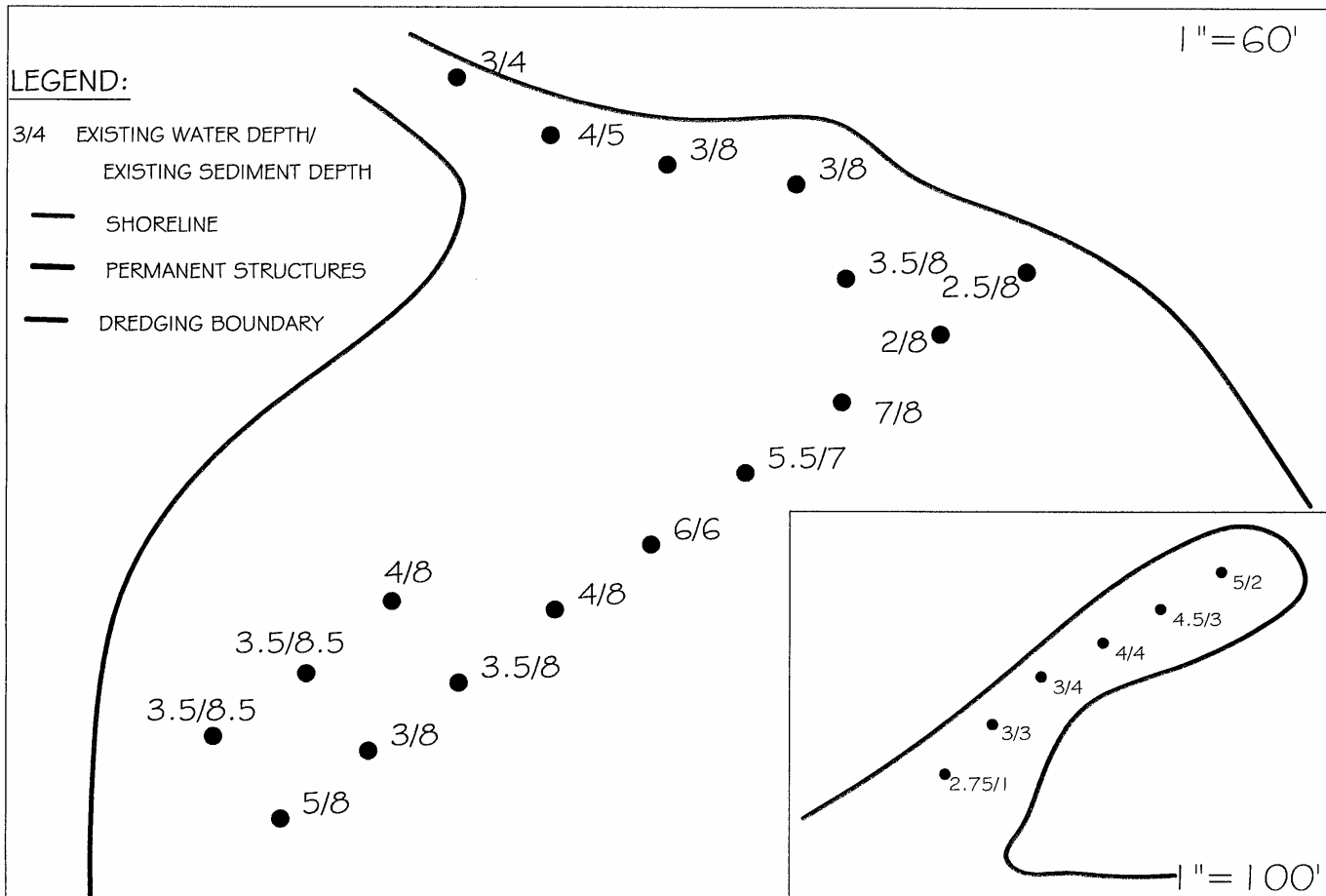
6.0 COST ESTIMATES

Cost estimates were developed from excavator and dredge contractor estimates. Cost estimates are listed in Table 3. Each of the dredging estimates includes mobilization/demobilization costs for completing each dredge area separately. Additionally, if dredge material needs to be pumped more than 4,000 feet from the dredging location an additional cost of 30% should be added to cost estimates listed in Table 3 (Jeff Krevda, personal communication).

Table 3. Cost estimates for sediment removal at Pleasant and Riddles lakes.

Dredging Area	Dredging Cost Estimate	Sediment Disposal Basin Cost Estimate	Construction Oversight (15%)	Total Cost
Pleasant Lake (Heston and Bunch ditches)	\$75,000	\$30,000	\$15,750	\$120,750
Riddles Lake (Heston Ditch)	\$75,000	\$30,000	\$15,750	\$120,750

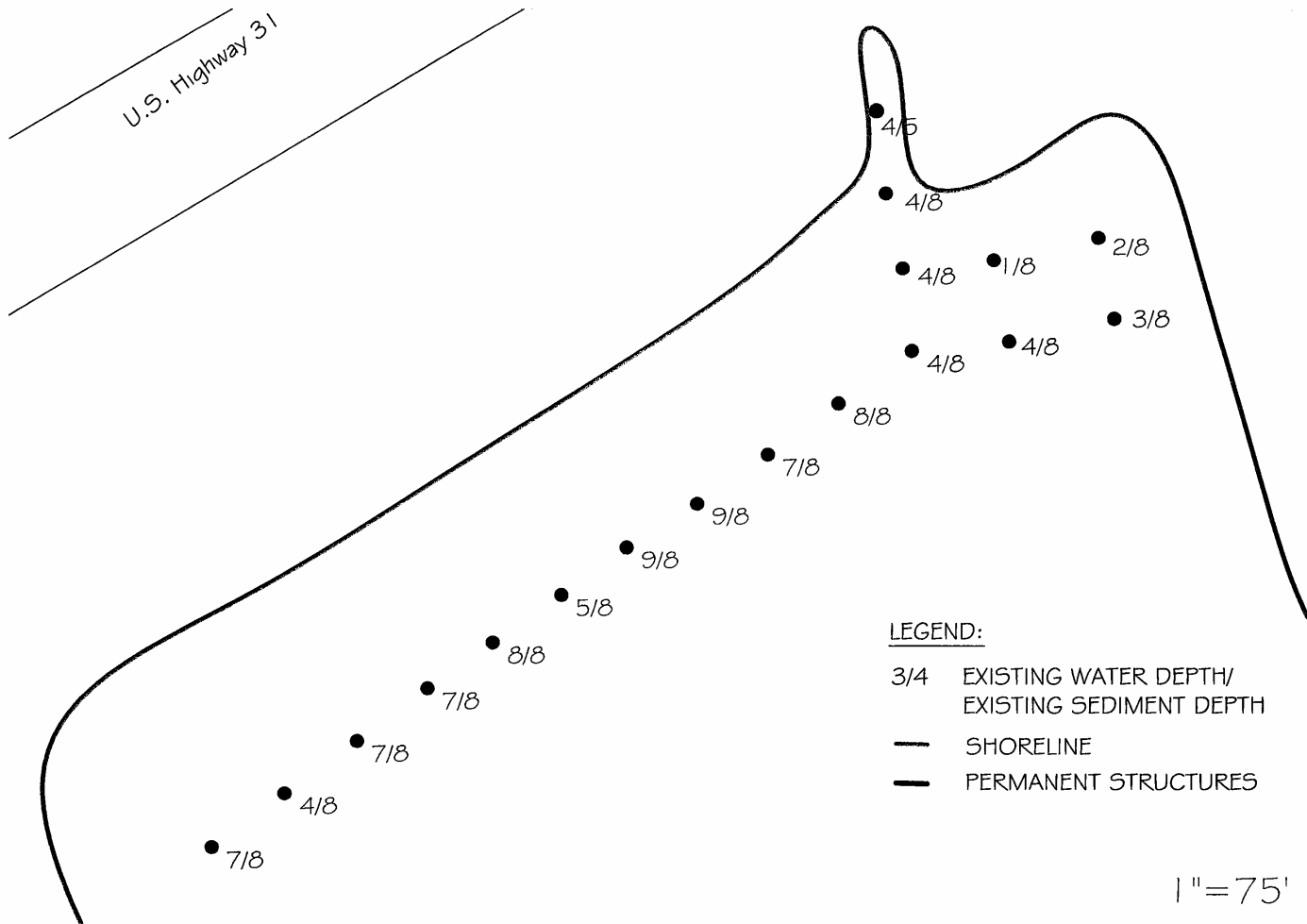
APPENDIX A:
SEDIMENT DEPTH MAPS

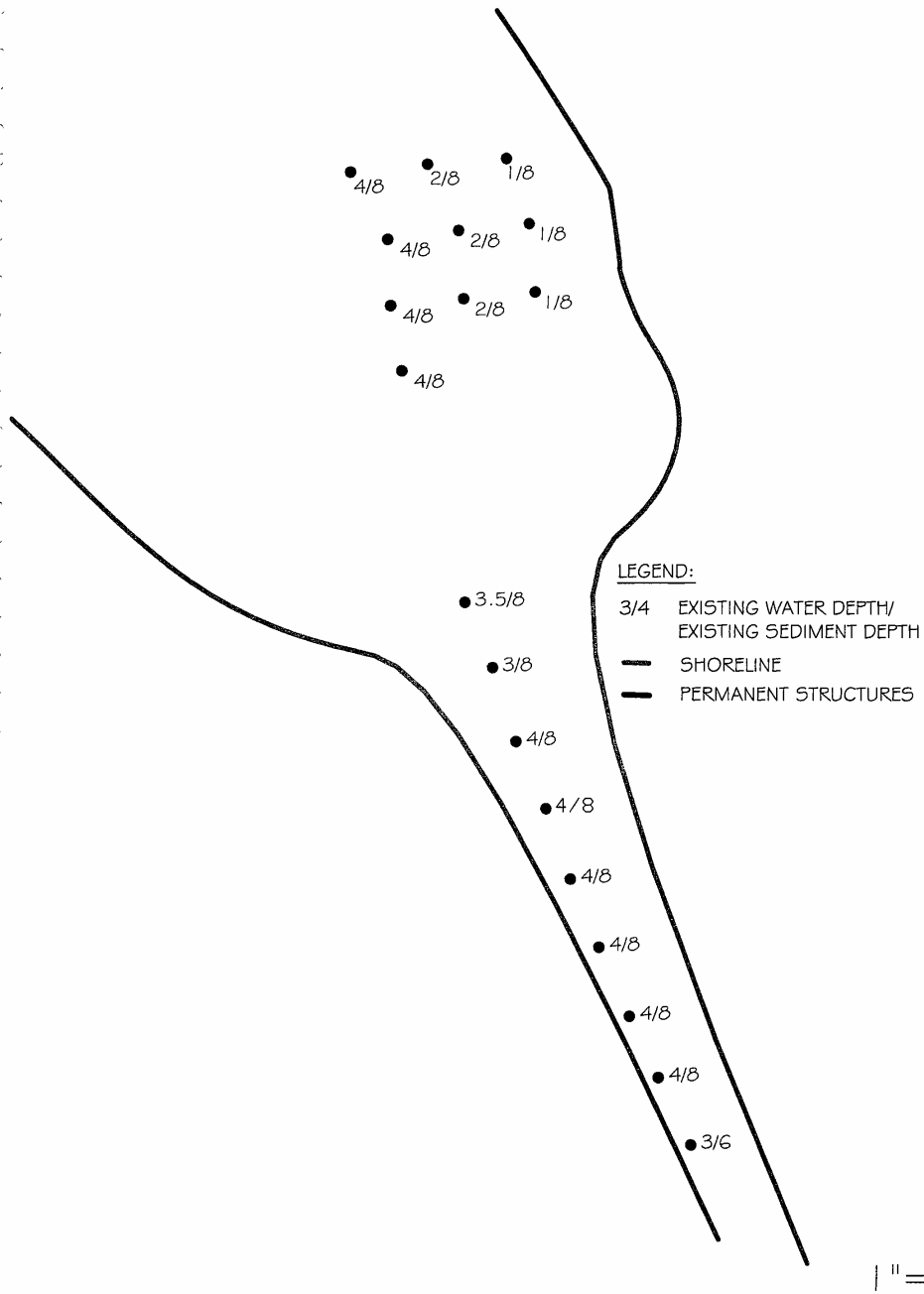


Riddles Lake

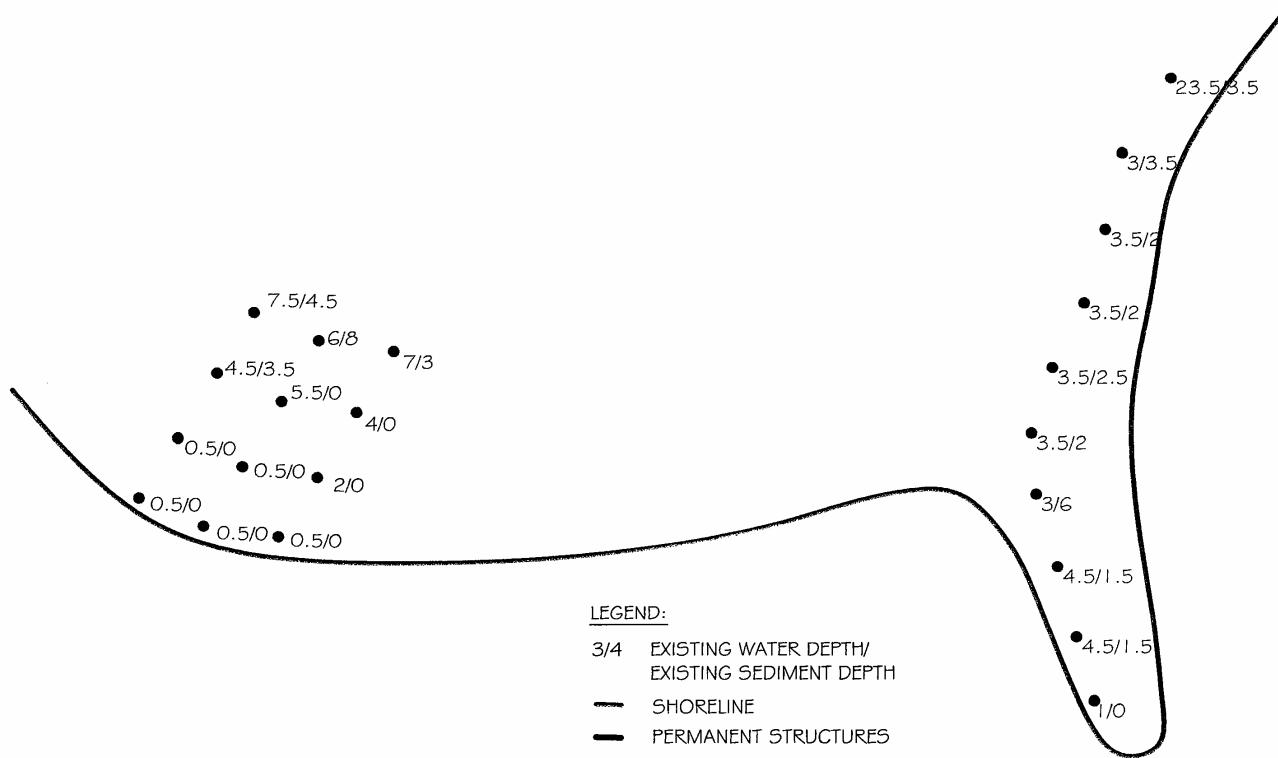
Heston Ditch Inlet (1.35 acres) and

(inset) Conservation Club Channel (No LARE-funded dredging recommended)





Pleasant Lake
Bunch Ditch (0.48 acre)



1" = 100'

Riddles Lake

Walters Ditch Inlet/Heston Ditch Outlet-No Dredging Recommended

APPENDIX B:
SEDIMENT CHARACTERIZATION AND SAMPLING RESULTS



REPORT OF ANALYSIS

Mr. Bob Feitz

LaBOA

PO Box 468

Lakeville, IN 46536

Tel No:

Fax No:

PO No:

Project Name: JF New File# 04-08-40

Report Date: 8/24/05

EIS Order No: 050800129

EIS Sample No: 104889

EIS Project No: 3166-1000-05

Client Sample ID: 1RW / 2R

Date Collected: 8/11/05

Date Received: 8/11/05

Collected By: B. Feitz

This report presents results of analysis for your sample(s) received under our Order No above. This Number is to be used in all inquiries concerning this report. The EIS Sample No above, as well as your Sample ID, refer to the first sample in a multi-sample submission

DEFINITIONS:

RDL = Reporting Detection Limit for your sample and may include adjustments for matrix interferences.

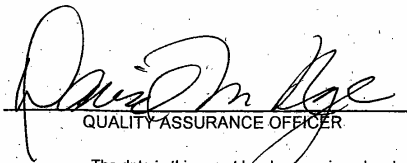
nd = Not Detected at the RDL value. If present, result is less than this value.

< = Not Detected at the numerical value shown. If present, result is less than this value.

[] = Result is estimated due to matrix interferences or calibration curve exceedence.

CHAIN-OF-CUSTODY is enclosed if received with your sample submission.

DRINKING WATER CERTIFICATIONS: Chemistry = C-71-02 Bacteriology = M-76-5


QUALITY ASSURANCE OFFICER


LABORATORY DIRECTOR

The data in this report has been reviewed and complies with EIS Quality Control unless specifically addressed above.

SAMPLE RESULTS

Page 2 of 2

Client Name: LaBOA
Client Project: JF New File# 04-08-40

Report Date: 8/24/05
EIS Order No: 050800129

EIS Lab Number	Client Description	Sample Date	Parameter	Result	Units	RDL	Test Date	Analyst ID	Method
104889	1RW / 2R <i>Linden Rd</i> <i># Riddles Lake</i>	8/11/05	Digest Mercury	Complete			8/16/05	E09	7471
		8/11/05	Digest ICP Metals	Complete			8/15/05	E09	3050 B
		8/11/05	Elutriate Preparation	Complete			8/15/05	E09	EPA/Corps
		8/11/05	Arsenic, Total	<10	mg/kg(wet)	10	8/15/05	E09	6010
		8/11/05	Barium, Total	24.4	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Cadmium, Total	<1	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Chromium, Total	9.6	mg/kg(wet)	2	8/15/05	E09	6010
		8/11/05	Copper, Total	9.8	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Lead, Total	14.1	mg/kg(wet)	5	8/15/05	E09	6010
		8/11/05	Mercury, Total	<0.1	mg/kg(wet)	0.1	8/17/05	E09	7471
		8/11/05	Moisture(%)	38	%	0.1	8/16/05	E21	160.3
		8/11/05	Nickel, Total	4.3	mg/kg(wet)	4	8/15/05	E09	6010
		8/11/05	Nitrogen(Ammonia)	2.1	mg/L	0.05	8/17/05	E03	350.1
		8/11/05	Selenium, Total	<10	mg/kg(wet)	10	8/15/05	E09	6010
		8/11/05	Silver, Total	<1	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Zinc, Total	47.0	mg/kg(wet)	1	8/15/05	E09	6010
104890	2PW / 4P <i>US-31</i> <i>Neasay Lake</i>	8/11/05	Digest Mercury	Complete			8/16/05	E09	7471
		8/11/05	Digest ICP Metals	Complete			8/15/05	E09	3050 B
		8/11/05	Elutriate Preparation	Complete			8/15/05	E09	EPA/Corps
		8/11/05	Arsenic, Total	<10	mg/kg(wet)	10	8/15/05	E09	6010
		8/11/05	Barium, Total	14.1	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Cadmium, Total	<1	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Chromium, Total	4.3	mg/kg(wet)	2	8/15/05	E09	6010
		8/11/05	Copper, Total	4.0	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Lead, Total	10.4	mg/kg(wet)	5	8/15/05	E09	6010
		8/11/05	Mercury, Total	<0.1	mg/kg(wet)	0.1	8/17/05	E09	7471
		8/11/05	Moisture(%)	35	%	0.1	8/16/05	E21	160.3
		8/11/05	Nickel, Total	<4	mg/kg(wet)	4	8/15/05	E09	6010
		8/11/05	Nitrogen(Ammonia)	1.4	mg/L	0.05	8/17/05	E03	350.1
		8/11/05	Selenium, Total	<10	mg/kg(wet)	10	8/15/05	E09	6010
		8/11/05	Silver, Total	<1	mg/kg(wet)	1	8/15/05	E09	6010
		8/11/05	Zinc, Total	36.2	mg/kg(wet)	1	8/15/05	E09	6010

APPENDIX C:
LANDOWNER AGREEMENTS

**AGREEMENT FOR THE PURPOSE OF ACCESS
FOR CONSTRUCTION AND MAINTENANCE OF
RIDDLES LAKE THROUGH SEDIMENT REMOVAL**

This Agreement, made and entered into on this 6 day of Jan, 2006 by and between Bob Feitz (THE OWNER) and the Lakeville Business Owners Association (THE ASSOCIATION), a not-for-profit corporation organized under the laws of the State of Indiana.

WITNESSETH:

THE OWNER, in consideration of the rents and covenants herein contained, does hereby enter in this Agreement for the use and maintenance of real property located in Union Township, St. Joseph County, Indiana in Section 11, Township 35 North, Range 2 East and more particularly described on the attached plan sheet, attached as Exhibit A (hereinafter after referred to as the Property) and does grant to THE ASSOCIATION access to said Property for construction and maintenance of Riddles Lake.

WHEREAS, THE ASSOCIATION is a not-for-profit Indiana Corporation which is dedicated to improving the water quality of Riddles, located in St. Joseph County, Indiana; and

WHEREAS, THE ASSOCIATION wishes to undertake activities, including, construction and maintenance on the Property as part of its Lake Enhancement project to improve the water quality of Riddles Lake, located in St. Joseph County, Indiana; and

WHEREAS, THE OWNER is in agreement with THE ASSOCIATION's desire to improve the water quality of Riddles Lake.

NOW, THEREFORE, THE OWNER, for themselves, their successors and assigns, and their administrators, in consideration of the covenants, undertakings and agreements hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants *reasonable* access to THE ASSOCIATION to Property described hereinabove under the following terms and conditions:

AGREEMENT PART I - ACCESS

1. REFERENCE. Agreement Part I shall refer to the access unto the Property as designated on the attachment marked Exhibit A.

2. TERM. The term shall commence on the day this agreement is signed by the parties hereto and shall continue for a term of 10 years (10). It is further agreed that this agreement, or as modified at that time by the parties, shall be renewable by either party upon mutual agreement Sixty Days (60) prior to the expiration of said agreement.

3. USE.

A. THE OWNER grants to THE ASSOCIATION, their agents and assigns, the right to do specific acts on the Property as set out herein and THE OWNER retains all rights to the Property, with consideration of those rights granted to the THE ASSOCIATION.

B. THE OWNER grants THE ASSOCIATION reasonable right of access for the purpose of construction, maintenance, inspection, and reconstruction, if needed, to Riddles Lake as defined on the engineering drawings for the Riddles Lake sediment removal project.

C. THE OWNER grants to THE ASSOCIATION access, as delineated specifically on the attachment marked Exhibit A and designated as "limits of construction" owner grants the right to ingress and egress from the property as well as reasonable access on, over and along the said access easements for the purpose of the construction, inspection, maintenance and repair of the sediment trap and disposal basin, provided, that THE ASSOCIATION shall give prior notice of their intentions before entering upon the Property. THE OWNER, for themselves, their heirs, assigns and administrators agree that reasonable access shall be maintained and in the event of construction or building upon the existing access during the term of this agreement, THE ASSOCIATION shall be so advised of changes and setting out of the alternate access to the Property.

AGREEMENT PART II - GENERAL PROVISIONS

1. MANAGEMENT.

A. THE OWNER agrees that THE ASSOCIATION and its agents shall be permitted to enter onto the Property with such machinery, materials and equipment and the personnel and workers to operate said machinery and equipment to carry out the intended use of the Property by THE ASSOCIATION, including, the construction, inspection of, maintenance and repair of the sediment trap and disposal area. It is agreed that all improvements shall stay with the land.

B. THE OWNER agrees that THE ASSOCIATION shall have the right to take such tests and borings on the Property as THE ASSOCIATION deems necessary to carry out its intended use, and to take photographs of the Property, provided, THE OWNER is advised of such borings, tests, and photographs, and the necessity of such.

C. THE OWNER limits the rights granted to THE ASSOCIATION as contained herein, and that THE ASSOCIATION may enter onto the Property for the intended use as described, and not for the recreational use by THE ASSOCIATION and/or its agents, or the general public.

D. Rights to the Property shall be retained by THE OWNER. Further, THE OWNER agrees that those activities agreed between the parties will not be interfered with, provided, that THE ASSOCIATION has not deviated from said agreement of intended use without first securing the permission or agreement from THE OWNER.

E. THE ASSOCIATION shall give notice to THE OWNER of its intention to enter onto the Property for purpose of inspection, maintenance and repair of the sediment trap and disposal basin and the eventual leveling

and revegetation of the disposal area. THE ASSOCIATION shall not enter Property without permission from THE OWNER, which permission will not be unreasonably withheld.

F. Upon completion of the project, THE ASSOCIATION will retain maintenance rights to the sediment trap area for the period of the agreement, although THE OWNER may manage and control plant and animal life on the Property.

2. TAXES. Shall be borne by THE OWNER, or their successors and/or assigns of the said real estate, and any assessments, shall also be born by the same.

3. CONDEMNATION. THE OWNER agrees that if the Property, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, THE ASSOCIATION shall have the right to defend against such attempted condemnation of the Property or any part thereof. If, in the opinion of THE ASSOCIATION, the Property becomes unmanageable or unsuitable for its Intended Use and Purpose as a result of such condemnation, this Agreement may be terminated by THE ASSOCIATION upon sixty (60) days written notice to THE OWNER.

4. LIABILITY/INSURANCE.

A. Nothing in this Agreement shall be construed as imposing any additional liability on THE OWNER. THE ASSOCIATION shall name THE OWNER as additional insured on THE ASSOCIATION's liability policy. Prior to the start of construction and throughout the term of the Agreement thereafter, THE ASSOCIATION shall carry a policy of public liability insurance covering all of its activities on the Property. At the request of THE OWNER, THE ASSOCIATION shall provide THE OWNER with a certificate or other evidence that such insurance is in effect.

B. THE ASSOCIATION shall be responsible for and shall indemnify and hold THE OWNER harmless from any and all costs, including the expense of defending any claim of legal action related to any injury or damage to the project area, caused by or resulting from THE ASSOCIATION's activities on the Property.

5. DAMAGES.

A. THE ASSOCIATION shall restore all road surfaces owned by THE OWNER to their original condition if said surfaces are damaged by equipment and/or machinery used by THE ASSOCIATION and its agents during ingress and egress from the Property.

B. Before final completion of the work on said premises, THE ASSOCIATION and its agents shall adequately clean up, replace fences and guard rails and replant the construction site to the original condition or the satisfaction of THE OWNER whichever is less.

C. This commitment pertains to construction, repair and maintenance completed by THE ASSOCIATION and its agents on the Property.

6. EXPENSE. THE ASSOCIATION shall be responsible for all expenses incurred in the construction, repair, inspection and maintenance of the Intended Use of the Property by THE ASSOCIATION as set out in Part I of this Agreement.

7. NO LIEN AGREEMENT. In consideration of the rents and covenants herein contained, THE

ASSOCIATION, for itself and for all contractors, subcontractors, laborers, or persons performing labor upon or furnishing materials or machinery for the Intended Use of the Property as set out herein, agrees that:

A. No lien shall attach to the Property or to THE OWNER's property, or to any structure or other improvement to be constructed on the Property; and

B. Any recording of this Agreement is intended solely for the purpose of giving proper notice as provided under IC 32-8-3-1 et seq.; and no lien whatsoever is created against the real estate as the result of the execution or recordation of this Agreement.

8. TRESPASS. THE OWNER grants to THE ASSOCIATION and its contractor(s) permission to enter onto the Property during normal working hours (7am to 7pm), *with proper notice*, to carry out its Intended Use as set out herein. All others shall be considered trespassers on the Property unless the party has permission of THE OWNER to be on the Property.

9. DEFAULT.

A. Breach of any covenant herein shall constitute a default under this Agreement. In the event of a default, the defaulting party shall be entitled to thirty (30) days written notice specifying the nature of the default and giving the defaulting party an opportunity to cure the default. If the default is not corrected within thirty (30) days after written notice is received, the injured party may elect to terminate this Agreement.

B. If the use intended for the Property is not approved by any governmental agency having jurisdiction over the reconstruction project, THE ASSOCIATION and THE OWNER shall each have the right to terminate the Agreement by giving written notice to the other party. Within sixty (60) days from the date the notice is received by THE OWNER, the Agreement shall be null and void.

10. NOTICE. Any notice required by this Agreement shall be served upon the other party by mail at the address set forth below or at such other address as the parties may hereinafter designate:

Bob Feitz

President – Lakeville Business Owners Association

P.O. Box 468

P.O. Box 413

Lakeville, IN 46536

Lakeville, IN 46536

11. AGENTS. Where in this instrument rights are given to the Lakeville Business Owners Association, THE ASSOCIATION or THE OWNER, such rights shall also extend to the agents, officers or employees of the parties.

12. BINDING EFFECT. This Agreement shall become effective at the time construction on the Property begins and shall be binding upon THE OWNER, their heirs, personal representatives, successors and assigns and upon THE ASSOCIATION and any successor organizations.

13. TITLE. THE OWNER hereby represent and warrant that they are owners of the Property covered by this Agreement and that they have the right to enter into this Agreement and to bind themselves and their heirs, successors, assigns, and personal representatives.

14. This Agreement shall be interpreted under the laws of the State of Indiana.

15. Headings are for reference only and do not affect the provisions of this Agreement.

16. Where appropriate, the singular shall include the plural.

17. This Agreement contains all of the agreements of the parties, all prior negotiations, understandings and agreements having been merged into it. Amendments of this Agreement shall not be effective unless made in writing and signed by the parties.

18. In the event THE ASSOCIATION should cease to exist, the Agreement shall be binding upon the organization that succeeds the said association, provided that the succeeding organizations' membership consists of property owners of real estate on Riddles Lake, St. Joseph County(s), Indiana.

19. This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of St. Joseph County, Indiana. THE ASSOCIATION shall pay the recording fee.

20. Any person signing this Agreement in a representative capacity for a party affirms under the penalties for perjury that he or she has the actual authority to so sign.

IN WITNESS WHEREOF, Bob Feitz, THE OWNER(s), and Dennis Hardy, current President of THE ASSOCIATION, have caused this Agreement to be executed on the day and year above first written with the following signatures.

Bob E. Feitz
THE OWNER
Dennis Hardy
Witness:

LAKEVILLE BUSINESS OWNERS
ASSOCIATION

BY: Dennis Hardy PRESIDENT
President - Dennis Hardy
Bob E. Feitz
Witness:

**AGREEMENT FOR THE PURPOSE OF ACCESS
FOR CONSTRUCTION AND MAINTENANCE OF
PLEASANT LAKE THROUGH SEDIMENT REMOVAL**

This Agreement, made and entered into on this 16 day of Jan, 2006 by and between Bill Geyer (THE OWNER) and the Lakeville Business Owners Association (THE ASSOCIATION), a not-for-profit corporation organized under the laws of the State of Indiana.

WITNESSETH:

THE OWNER, in consideration of the rents and covenants herein contained, does hereby enter in this Agreement for the use and maintenance of real property located in Union Township, St. Joseph County, Indiana in Michigan Range Land 1, Township 35 North, Range 2 East and more particularly described on the attached plan sheet, attached as Exhibit AA (hereinafter after referred to as the Property) and does grant to THE ASSOCIATION access to said Property for construction and maintenance of Pleasant Lake.

WHEREAS, THE ASSOCIATION is a not-for-profit Indiana Corporation which is dedicated to improving the water quality of Pleasant Lake, located in St. Joseph County, Indiana; and

WHEREAS, THE ASSOCIATION wishes to undertake activities, including, construction and maintenance on the Property as part of its Lake Enhancement project to improve the water quality of Pleasant Lake, located in St. Joseph County, Indiana; and

WHEREAS, THE OWNER is in agreement with THE ASSOCIATION's desire to improve the water quality of Pleasant Lake.

NOW, THEREFORE, THE OWNER, for themselves, their successors and assigns, and their administrators, in consideration of the covenants, undertakings and agreements hereinafter set forth, and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants *reasonable* access to THE ASSOCIATION to Property described hereinabove under the following terms and conditions:

AGREEMENT PART I - ACCESS

1. REFERENCE. Agreement Part I shall refer to the access unto the Property as designated on the attachment marked AExhibit A.

2. TERM. The term shall commence on the day this agreement is signed by the parties hereto and shall continue for a term of 10 years (10). It is further agreed that this agreement, or as modified at that time by the parties, shall be renewable by either party upon mutual agreement Sixty Days (60) prior to the expiration of said agreement.

3. USE.

A. THE OWNER grants to THE ASSOCIATION, their agents and assigns, the right to do specific acts on the Property as set out herein and THE OWNER retains all rights to the Property, with consideration of those rights granted to the THE ASSOCIATION.

B. THE OWNER grants THE ASSOCIATION reasonable right of access for the purpose of construction, maintenance, inspection, and reconstruction, if needed, to Pleasant Lake as defined on the engineering drawings for the Pleasant Lake sediment removal project.

C. THE OWNER grants to THE ASSOCIATION access, as delineated specifically on the attachment marked Exhibit A and designated as "limits of construction" owner grants the right to ingress and egress from the property as well as reasonable access on, over and along the said access easements for the purpose of the construction, inspection, maintenance and repair of the sediment trap and disposal basin, provided, that THE ASSOCIATION shall give prior notice of their intentions before entering upon the Property. THE OWNER, for themselves, their heirs, assigns and administrators agree that reasonable access shall be maintained and in the event of construction or building upon the existing access during the term of this agreement, THE ASSOCIATION shall be so advised of changes and setting out of the alternate access to the Property.

AGREEMENT PART II - GENERAL PROVISIONS

1. MANAGEMENT.

A. THE OWNER agrees that THE ASSOCIATION and its agents shall be permitted to enter onto the Property with such machinery, materials and equipment and the personnel and workers to operate said machinery and equipment to carry out the intended use of the Property by THE ASSOCIATION, including, the construction, inspection of, maintenance and repair of the sediment trap and disposal area. It is agreed that all improvements shall stay with the land.

B. THE OWNER agrees that THE ASSOCIATION shall have the right to take such tests and borings on the Property as THE ASSOCIATION deems necessary to carry out its intended use, and to take photographs of the Property, provided, THE OWNER is advised of such borings, tests, and photographs, and the necessity of such.

C. THE OWNER limits the rights granted to THE ASSOCIATION as contained herein, and that THE ASSOCIATION may enter onto the Property for the intended use as described, and not for the recreational use by THE ASSOCIATION and/or its agents, or the general public.

D. Rights to the Property shall be retained by THE OWNER. Further, THE OWNER agrees that those activities agreed between the parties will not be interfered with, provided, that THE ASSOCIATION has not deviated from said agreement of intended use without first securing the permission or agreement from THE OWNER.

E. THE ASSOCIATION shall give notice to THE OWNER of its intention to enter onto the Property for purpose of inspection, maintenance and repair of the sediment trap and disposal basin and the eventual leveling and revegetation of the disposal area. THE ASSOCIATION shall not enter Property without permission from THE

OWNER, which permission will not be unreasonably withheld.

F. Upon completion of the project, THE ASSOCIATION will retain maintenance rights to the sediment trap area for the period of the agreement, although THE OWNER may manage and control plant and animal life on the Property.

2. TAXES. Shall be borne by THE OWNER, or their successors and/or assigns of the said real estate, and any assessments, shall also be born by the same.

3. CONDEMNATION. THE OWNER agrees that if the Property, or any part thereof, shall be taken or condemned for public or quasi-public use or purpose by any competent authority, THE ASSOCIATION shall have the right to defend against such attempted condemnation of the Property or any part thereof. If, in the opinion of THE ASSOCIATION, the Property becomes unmanageable or unsuitable for its Intended Use and Purpose as a result of such condemnation, this Agreement may be terminated by THE ASSOCIATION upon sixty (60) days written notice to THE OWNER.

4. LIABILITY/INSURANCE.

A. Nothing in this Agreement shall be construed as imposing any additional liability on THE OWNER. THE ASSOCIATION shall name THE OWNER as additional insured on THE ASSOCIATION's liability policy. Prior to the start of construction and throughout the term of the Agreement thereafter, THE ASSOCIATION shall carry a policy of public liability insurance covering all of its activities on the Property. At the request of THE OWNER, THE ASSOCIATION shall provide THE OWNER with a certificate or other evidence that such insurance is in effect.

B. THE ASSOCIATION shall be responsible for and shall indemnify and hold THE OWNER harmless from any and all costs, including the expense of defending any claim of legal action related to any injury or damage to the project area, caused by or resulting from THE ASSOCIATION's activities on the Property.

5. DAMAGES.

A. THE ASSOCIATION shall restore all road surfaces owned by THE OWNER to their original condition if said surfaces are damaged by equipment and/or machinery used by THE ASSOCIATION and its agents during ingress and egress from the Property.

B. Before final completion of the work on said premises, THE ASSOCIATION and its agents shall adequately clean up, replace fences and guard rails and replant the construction site to the original condition or the satisfaction of THE OWNER whichever is less.

C. This commitment pertains to construction, repair and maintenance completed by THE ASSOCIATION and its agents on the Property.

6. EXPENSE. THE ASSOCIATION shall be responsible for all expenses incurred in the construction, repair, inspection and maintenance of the Intended Use of the Property by THE ASSOCIATION as set out in Part I of this Agreement.

7. NO LIEN AGREEMENT. In consideration of the rents and covenants herein contained, THE ASSOCIATION, for itself and for all contractors, subcontractors, laborers, or persons performing labor upon or furnishing materials or machinery for the Intended Use of the Property as set out herein, agrees that:

A. No lien shall attach to the Property or to THE OWNER's property, or to any structure or other improvement to be constructed on the Property; and

B. Any recording of this Agreement is intended solely for the purpose of giving proper notice as provided under IC 32-8-3-1 et seq.; and no lien whatsoever is created against the real estate as the result of the execution or recordation of this Agreement.

8. TRESPASS. THE OWNER grants to THE ASSOCIATION and its contractor(s) permission to enter onto the Property during normal working hours (7am to 7pm), *with proper notice*, to carry out its Intended Use as set out herein. All others shall be considered trespassers on the Property unless the party has permission of THE OWNER to be on the Property.

9. DEFAULT.

A. Breach of any covenant herein shall constitute a default under this Agreement. In the event of a default, the defaulting party shall be entitled to thirty (30) days written notice specifying the nature of the default and giving the defaulting party an opportunity to cure the default. If the default is not corrected within thirty (30) days after written notice is received, the injured party may elect to terminate this Agreement.

B. If the use intended for the Property is not approved by any governmental agency having jurisdiction over the reconstruction project, THE ASSOCIATION and THE OWNER shall each have the right to terminate the Agreement by giving written notice to the other party. Within sixty (60) days from the date the notice is received by THE OWNER, the Agreement shall be null and void.

10. NOTICE. Any notice required by this Agreement shall be served upon the other party by mail at the address set forth below or at such other address as the parties may hereinafter designate:

Bill Geyer	President – Lakeville Business Owners Association
3032 N. Northside Blvd.	P.O. Box 413
South Bend, IN 46615	Lakeville, IN 46536

11. AGENTS. Where in this instrument rights are given to the Lakeville Business Owners Association, THE ASSOCIATION or THE OWNER, such rights shall also extend to the agents, officers or employees of the parties.

12. BINDING EFFECT. This Agreement shall become effective at the time construction on the Property begins and shall be binding upon THE OWNER, their heirs, personal representatives, successors and assigns and upon THE ASSOCIATION and any successor organizations.

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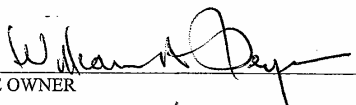
writing and signed by the parties.

18. In the event THE ASSOCIATION should cease to exist, the Agreement shall be binding upon the organization that succeeds the said association, provided that the succeeding organizations' membership consists of property owners of real estate on Pleasant Lake, St. Joseph County(s), Indiana.

19. This Agreement or a Memorandum thereof shall be recorded in the Office of the Recorder of ~~St. Joseph~~ County, Indiana. THE ASSOCIATION shall pay the recording fee.

20. Any person signing this Agreement in a representative capacity for a party affirms under the penalties for perjury that he or she has the actual authority to so sign.

IN WITNESS WHEREOF, Bill Geyer, THE OWNER(s), and Dennis Hardy, current President of THE ASSOCIATION, have caused this Agreement to be executed on the day and year above first written with the following signatures.

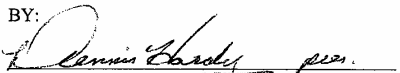


THE OWNER

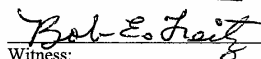


Witness:

LAKEVILLE BUSINESS OWNERS
ASSOCIATION

BY: 

President - Dennis Hardy



Witness:

APPENDIX D:

PROJECT PERMITS

**Project permits were submitted by November 22, 2005.
Permits have not yet been obtained for this project, but will be included in the
final Sediment Removal Plan.**



INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live.

Mitchell E. Daniels, Jr.
Governor

Thomas W. Easterly
Commissioner

100 North Senate Avenue
Indianapolis, Indiana 46204
(317) 232-8603
(800) 451-6027
www.IN.gov/idem

December 27, 2005

Mr. Bob Feitz
Lakeville Business Owners Assn.
P.O. Box 468
Lakeville, IN 46536

Dear Mr. Feitz:

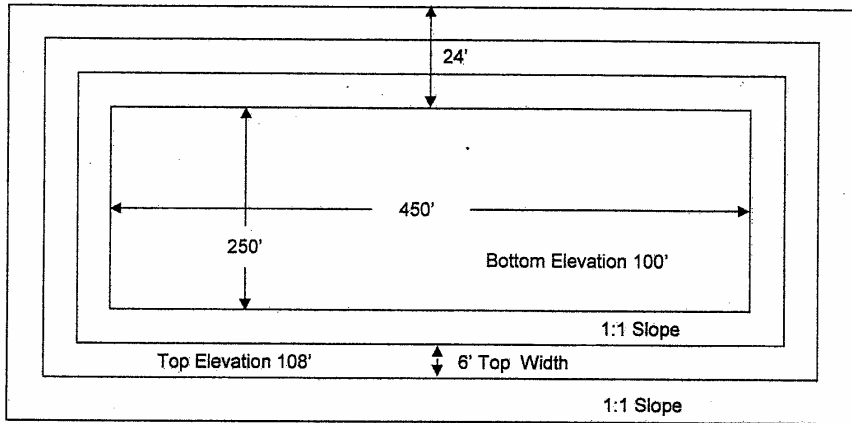
Re: No 401 Water Quality Certification Needed
Project: Dredging of Heston Ditch/Bunch
Ditch at Pleasant Lake
IDEM No.: 2005-599-71-EME-A
COE No.: not available
County: St. Joseph

The Indiana Department of Environmental Management (IDEM) has reviewed your application dated November 22, 2005, and received November 29, 2005. According to the application, you propose to hydraulically dredge approximately 24,000 cubic yards of sediment from 1.86 surface acres of Pleasant Lake at the mouths of Heston Ditch and Bunch Ditch. The site is located at Pleasant Lake (Section 1, Township 35 North, Range 2 East) in Lakeville, St. Joseph County. Because the proposed activity does not involve a permanent discharge of fill material to adjacent wetlands or waters of the State of Indiana, it does not require a Section 401 Water Quality Certification.

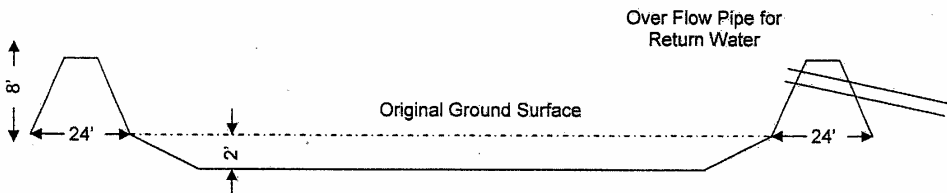
This correspondence does not relieve the recipient of the responsibility of obtaining any other permits or authorizations that may be required for this project or related activities from IDEM or any other agency or person. You may wish to contact the Indiana Department of Natural Resources at 317-232-4160 (toll free at 877-928-3755) concerning the possible requirement of natural freshwater lake or floodway permits. In addition, you may wish to contact IDEM's Stormwater Permits Section at 317-233-1864 concerning the possible need for a 327 IAC 15-5 (Rule 5) permit if you plan to disturb greater than one (1) acre of soil during construction. The discharge of return water from upland contained disposal areas is regulated by IDEM's National Pollution and Discharge Elimination System (NPDES) Municipal Permitting Program. You may wish to contact the IDEM NPDES Program at 317-232-8760 regarding the possible need for additional permits or authorizations.

APPENDIX E:
DREDGING AND CONSTRUCTION SPECIFICS

Typical Sediment Basin Construction Design



Plan View
(Relative Elevations)



Sediment Dewatering Basin Details
Pleasant and Riddles Lakes
Lakeville Business Owners Association
St. Joseph County, Indiana

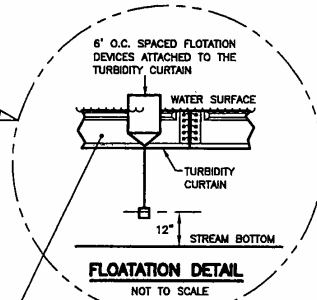
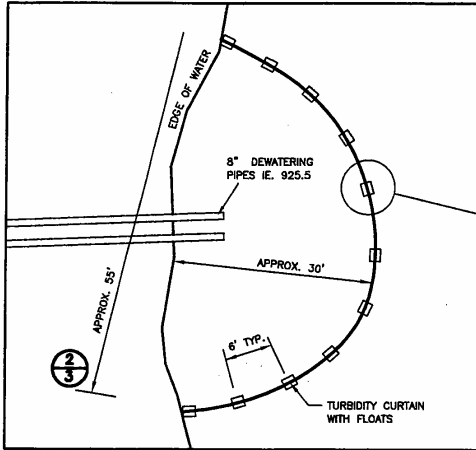
Scale as Shown
JFNew # 04-08-40/01



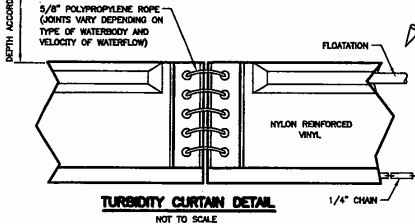
708 Roosevelt Road, Walkerton, IN 46574
Phone 574-586-3400 / Fax 574-586-3446
www.jfnew.com

REVISIONS:

NO.	DATE	DESCRIPTION	BY
1	02/12/04	GENERAL REVISIONS	JFH



DEWATERING PIPE DISCHARGE - PLAN VIEW
SCALE AS NOTED



TURBIDITY CURTAIN NOTES:

1. TURBIDITY CURTAIN:
SILTMASTER TURBIDITY CURTAIN - TYPE I
PERVIOUS, OR EQUAL
SKIRT DEPTH - 5 FEET
FABRIC - GEOTEXTILE (WOVEN POLYPROPYLENE MESH)
BALLAST - 5/16" GALVANIZED PROOF OIL CHAIN

POTENTIAL SUPPLIERS:

PARKER SYSTEMS, INC. (PSI)
2880 YADKIN ROAD
CHESAPEAKE, VA 23323-0380
TELEPHONE (866) 472-7537
OR EQUAL

2. THE CURTAIN WILL BE ANCHORED TO THE BANK AND ANCHORS PLACED AT JOINTS WHERE NECESSARY.
3. THE LOWER EDGE OF THE BARRIER SHOULD BE 12" ABOVE THE STREAM BOTTOM. FLOTATION DEVICES ARE USED TO KEEP THE CURTAIN SUSPENDED IN THE WATER.
4. THE CURTAIN CAN BE USED IN SHALLOW WATERS WITHOUT FLOTATION DEVICES, HELD BY STAKES NOT MORE THAN 6 FEET APART.
5. TURBIDITY CURTAIN SHOULD BE INSTALLED PARALLEL, NOT PERPENDICULAR TO STREAM FLOW.

MAINTENANCE:

- A. REMOVE SEDIMENT BUILDUP AS NECESSARY.
- B. FREQUENTLY CHECK THE ANCHORS AND JOINTS TO ENSURE THEY ARE FUNCTIONING PROPERLY.

Consulting Office
2100 West 10th Street
Indianapolis, Indiana 46204
317-555-1500 Fax 317-555-1546

Client Office
8000 Drexel Center Dr., Suite 200
West Chester, Ohio 45388
610-662-3448 Fax 610-662-0447

West Office
720 West Exchange, Suite 4
Columbus, Ohio 43217
610-367-1130 Fax 610-367-1132

Indianapolis Office
4640 Pendleton Drive, Suite 2
Indianapolis, Indiana 46226
317-558-1992 Fax 317-558-1996

Michigan Office
805 South Main
Grand Haven, Michigan 49417
616-847-1880 Fax 616-847-0870



PLEASANT AND RIDDLES LAKES
ST. JOSEPH COUNTY, INDIANA

SEDIMENT REMOVAL PLAN

TURBIDITY CURTAIN DETAILS

DRAWN BY: JFH
DESIGNED BY: BN
CHECKED BY: JBR
DATE: DECEMBER 2005
JOB NO: 040840
SCALE: NOT APPLICABLE

CURTAIN DETAILS.DWG
DRAWING NO.

1

OF 1

APPENDIX F:
EXAMPLE BID INVITATION LETTER

Bid Documents and Specifications: Section 1

INVITING BIDS FOR PLEASANT LAKE SEDIMENT REMOVAL PROJECT AT PLEASANT LAKE, LAKEVILLE, INDIANA

Pursuant to I.C. 5-3-1 the Lakeville Business Owners Association (Owner), St. Joseph Counties, Indiana, will receive bid proposals until 4:00 pm on June 30, 2006 at the location stated below for the construction of the: **"PLEASANT LAKE SEDIMENT REMOVAL PROJECT"**.

Bids shall be submitted on the enclosed documents. After a satisfactory bid is received the Lakeville Business Owners Association shall award a contract to the lowest responsible and responsive bidders.

Pursuant to I.C. 36-1-12-4(10), in determining whether a bidder is responsive the Lakeville Business Owners Association may consider the following factors:

- (1) Whether the bidder has submitted a bid or quote that conforms in all material respects to the specifications
- (2) Whether the bidder has submitted a bid that complies specifically with the invitation to bid and the instructions to the bidder.
- (3) Whether the bidder has complied with all applicable statutes, ordinances, resolutions, or rules pertaining to the award of a public contract.

Pursuant to I.C. 36-1-12-4(11), in determining whether a bidder is a responsible bidder, the Lakeville Business Owners Association may consider the following factors:

- (1) The ability and capacity of the bidder to perform the work.
- (2) The integrity, character, and reputation of the bidder.
- (3) The competency and experience of the bidder.

Bids shall be submitted to:

**Lakeville Business Owners Association
P.O. Box 316
Lakeville, Indiana 46536**

Bid Documents and Specifications: Section 2

INSTRUCTIONS TO BIDDERS

TITLE AND LOCATION OF THE WORK: The work on this contract is identified as: **Pleasant Lake Sediment Removal Project**, located on the east side of U.S. Highway 31 south of Lakeville, Indiana.

SPECIFICATIONS: Specifications to be used in the construction of this project are contained herein.

PROPOSALS: Bid proposals shall be submitted on the forms provided herein.

INTERPRETATION OF THE PLANS AND SPECIFICATIONS: If any person contemplating submitting a bid for this work is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, he or she may submit a written request to the Owner for interpretation thereof. The Owner will not be responsible for any other explanations or interpretations of the contract documents.

ADDENDA: Any addenda issued during the time of bidding, or forming a part of the contract documents given to the bidder for preparation of his or her proposal, shall be covered in the proposal and shall be made a part of the proposal. Receipt of each addendum shall be acknowledged and attached to the proposal.

AWARD OF THE CONTRACT: After a satisfactory bid is received the Lakeville Business Owners Association shall award a contract to the lowest responsible and responsive bidders on or before August 30, 2006.

Bid Documents and Specifications: Section 3

BIDDERS LUMP SUM PROPOSAL

Lakeville, Indiana

Instructions to Bidders:

All Bidders shall utilize this form. Except as otherwise specifically provided, all parts shall be fully and accurately filled in and completed.

Project: **PLEASANT LAKE SEDIMENT REMOVAL PROJECT**

Date: _____

To: **Lakeville Business Owners Association
P.O. Box 316
Lakeville, Indiana 46536**

PART 1

BIDDER INFORMATION

(Print or Type)

1.1 Bidder Name: _____

1.2 Bidders Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: _____

1.3 Bidder is a/an [mark one]:

_____ Individual _____ Partnership _____ Indiana Corporation

_____ Foreign (Out of State) Corporation

_____ Joint Venture _____ Other: _____

1.4 Bidders Federal ID No. _____

PART 2
PROPOSAL (BID)

- 2.1 The undersigned Bidder proposes to furnish all necessary labor, equipment, tools, apparatus, materials, equipment, service and other necessary supplies, and to perform and fulfill all obligations incident thereto in strict accordance with and within the time(s) provided by the terms and conditions of the Contract Documents for the work described on page 3 of this bid, including any and all addenda thereto, for the total sum of: _____

Dollars (\$ _____).

Signed the _____ day of _____, 2004

Bidder/Contractor - Signature

Name - Printed

PART 3
BID WORKSHEET

Item Number	Description	Quantity	Unit Price*	Amount
1	Hydraulic excavation of sediment trap including mobilization and demobilization, installation and removal of all required pipes and silt curtains to complete the project.	1 each		
2	Sediment dewatering basin construction, temporary seeding, outfall structure, silt fence, final grading and permanent seeding	1 each		

*Bid only on those items upon which you are qualified to bid.

PART 4
CONTRACT DOCUMENTS AND ADDENDA

- 4.1 The bidder agrees to be bound by the terms and provisions of all Contract Documents and incorporates such Contract Documents herein by reference.
- 4.2 The Bidder acknowledges receipt of the following addenda:

Addendum Number

Date

Bid Documents and Specifications: Section 4

CONTRACT

THIS AGREEMENT, made and entered into by and between the Lakeville Business Owners Association, as party of the first part, hereinafter called the "Owner and _____, as party of the second party, hereinafter called the "Contractor"

WITNESSTH

That for and in consideration of the mutual covenants herewith enumerated, the Owner does hereby hire and employ the Contractor to furnish all materials, equipment and labor necessary to fully construct the work designated as follows:

PLEASANT LAKE SEDIMENT REMOVAL PROJECT LAKEVILLE, INDIANA

According to the plans, standard specifications, supplemental specifications, profiles and drawings therefrom, and any supplemental or special provisions set out or referred to in the Contractor's attached Proposal, and hereby agrees to pay the Contractor therefor, for the actual amount of work done and materials in place, as measured and approved by the Engineer or duly authorized representative, for the lump sum price as stated in the Contractor's attached Lump Sum Bid Proposal dated _____, which sum the Contractor agrees to accept as full payment for such construction work; and

IT IS FUTHER MUTALLY AGREED:

That the accompanying Proposal together with the plans, standard and supplemental specifications and special provisions herein designated and referred to, are hereby made a part of the Contract the same as if herein fully set forth; and

That the Contract amount may be paid to the Contractor upon progress estimates of completed and approved work prepared by the Engineer, in an amount not exceed Eighty Five Percent (85%) of such estimates, Fifteen Percent (15%) shall be withheld by the Lakeville Business Owners Association for a period sixty (60) days after the completion of the work, for the purpose of securing payment of all properly prepared and certified statements of indebtedness which shall have been filed against the Contractor for labor performed and materials furnished or other services rendered in carrying forward, performing and the completing of this contract, and such estimates shall also be subject to the provisions of the Standard Specifications on file in the office of the Owner and made a part hereof; and that before any estimate is paid to the Contractor, he shall furnish receipts for all debts incurred in the prosecution of such work or satisfactory evidence and assurance that the same have been paid; or shall consent to the withholding by Owner from his final estimate of sums sufficient to cover such indebtedness, which sums may be held until such indebtedness is settled, or until conclusion of any litigation in the relation thereto filed within such period; and that no monies due on this final estimate shall be paid until the work is fully completed and accepted as provided in the Specifications.

IN TESTIMONY WHEREOF, the Bidder has hereunto set his hand this _____ day of _____, 2006.

Contractor

By

IN TESTIMONY WHEREOF, the Lakeville Business Owners Association does hereby accept the foregoing agreement and has herewith set their hands this day _____ of _____, 2006.

Lakeville Business Owners Association
Lakeville, Indiana

Dennis Hardy, Chairman